

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Applicant:	§	Art Unit:	3623
John Manos	§		
	§	Conf No.:	7996
Serial No.: 10/615,054	§		
	§	Examiner:	Nadja N. Chong Cruz
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For: Information Technology Service	§	Atty Docket:	200901419-1
Request Level Of Service Monitor	§		(HPC.0880US)
	§		

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**APPEAL BRIEF**

Date of Deposit: \_\_\_\_\_ October 6, 2009 \_\_\_\_\_

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Janice Muñoz

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### **REAL PARTY IN INTEREST**

The Hewlett-Packard Development Company, LP, a limited partnership established under the laws of the State of Texas and having a principal place of business at 20555 S.H. 249 Houston, TX 77070, U.S.A. (hereinafter "HPDC"). HPDC is a Texas limited partnership and is a wholly-owned affiliate of Hewlett-Packard Company, a Delaware Corporation, headquartered in Palo Alto, CA. The general or managing partner of HPDC is HPQ Holdings, LLC.

### **RELATED APPEALS AND INTERFERENCES**

There are no related appeals or interferences.

### **STATUS OF CLAIMS**

The application was originally filed with claims 1-37. Claims 19, 31 and 36-37 were cancelled during prosecution; and claims 38-41 were added during prosecution. Claims 1, 2, 4, 12, 13, 15, 23, 24, 26, 34 and 39 have been finally rejected and are the subject of this appeal.

## STATUS OF AMENDMENTS

All amendments have been entered.

## **SUMMARY OF CLAIMED SUBJECT MATTER**

At this point, no issue has been raised that would suggest that the words in the claims have any meaning other than their ordinary meanings. Nothing in this section should be taken as an indication that any claim term has a meaning other than its ordinary meaning.

Claim 1 includes a method, in a computer system, for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider, are met. The method includes inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, with the deadline being based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem (Specification, ll. 4-9, p. 11); displaying, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date (Specification, ll. 7-15, p. 8); determining a deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met (Specification, ll. 20-22, p. 11); and alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached (Specification, ll. 20-22, p. 11).

Claim 12 includes a computer program product in a computer readable media for use in a data processing system for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider, are met. The computer program product includes first instructions for inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, with the deadline being based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem (Specification, ll. 4-9, p. 11); display instructions for displaying, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date (Specification, ll. 7-15, p. 8); second instructions for determining an deadline approaching alert time at which a help desk user must be notified that the deadline

for resolving the problem must be met (Specification, ll. 20-22, p. 11); and third instructions for alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached (Specification, ll. 20-22, p. 11).

Claim 23 includes a system in a computer readable media for use in a data processing system for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider, are met. The system includes first means for inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, with the deadline being based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem (Specification, ll. 4-9, p. 11); display means for generating a display, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date (Specification, ll. 7-15, p. 8); second means for determining an deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met (Specification, ll. 20-22, p. 11); and third means for alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached (Specification, ll. 20-22, p. 11).

Claim 34 includes a system for monitoring service tickets in order to provide reminders to a help desk user of impending times for actions, the times for actions being provided according to a level of service required to be provided to a customer pursuant to a contract between the customer and a service provider. The system includes a monitoring server (server 108, Fig. 1; Specification, ll. 2-6, p. 8); a database (database 106, Fig. 1, Specification, ll. 30-31, p. 7 and ll. 1-2, p. 8); and a help desk client (help desk clients 110 and 112, Fig. 1; Specification, ll. 7-11, p. 8); wherein the database stores tickets and information regarding ticket types, ticket severities based on the contract, and corresponding contractually required times for actions to be performed for each of the ticket types and ticket severities (Specification, ll. 4-9, p. 11); the monitoring server monitors tickets in the database, determines when times for actions are approaching (Specification, ll. 20-22, p. 11), and sends alerts to the help desk client alerting the



help desk user that a time to take a specified action is approaching(Specification, ll. 8-29, p. 15); and the help desk client displays active tickets to a help desk user and provides alerts received from the monitoring server to the help desk user (Specification, ll. 8-29, p. 15).

## GROUND OF REJECTION TO BE REVIEWED ON APPEAL

- A. Whether Claims 1, 12 and 23 Are Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler) and an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin)?
1. Whether Claim 1 Is Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler) and an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin)?
  2. Whether Claim 12 Is Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler) and an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin)?
  3. Whether Claim 23 Is Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler) and an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin)?

- B. Whether Claims 2, 4, 13, 15, 24, 26, 34 and 39 Are Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler), an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin) and U.S. Patent Application Publication No. 2002/0123983A1 (Riley)?**
- 1. Whether Claims 2, 13 and 24 Are Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler), an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin) and U.S. Patent Application Publication No. 2002/0123983A1 (Riley)?**
  - 2. Whether Claims 4, 15 and 26 Are Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler), an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin) and U.S. Patent Application Publication No. 2002/0123983A1 (Riley)?**
  - 3. Whether Claim 34 Is Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler), an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin) and U.S. Patent Application Publication No. 2002/0123983A1 (Riley)?**
  - 4. Whether Claim 39 Is Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler), an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin) and U.S. Patent Application Publication No. 2002/0123983A1 (Riley)?**

## ARGUMENT

- A. Whether Claims 1, 12 and 23 Are Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, "The X Window System," ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler) and an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin)?**
- 1. Whether Claim 1 Is Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, "The X Window System," ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler) and an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin)?**

Claim 1 includes a method, in a computer system, for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider, are met. The method includes inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, with the deadline being based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem; displaying, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date; determining a deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met; and alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached.

Claim 1 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,219,648 (hereinafter called "Jones") in view of the article by Robert W. Scheifler and Jim Gettys entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (hereinafter called "Scheifler") and the article by Mike Tsykin, entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (hereinafter called "Tsykin").

Jones is generally directed to monitoring the progress of a trouble ticket. In this monitoring process, Jones discloses defining escalation levels, which control when service personnel receive alerting messages or page notifications regarding a given trouble ticket. Jones, 5:61-63. Each escalation level is triggered when the time for processing the ticket exceeds the predetermined deadline that is selected by the customer service center. *See, for example*, lines 66 and 67 in column 3 of Jones. Jones fails to disclose that the customer is consulted or has any input regarding the selection of the deadline, as one of skill in the art reading Jones would conclude that the determined deadline is determined entirely and exclusively by the service provider without regard to the customer to whom service is to be provided. Thus, as apparently conceded by the Examiner, Jones fails to disclose inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, where the deadline is based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem. *See, for example*, Final Office Action, p. 6. This deadline is referred to herein as the "contractually-determined deadline."

Jones discloses that notifications are sent to personnel responsible for trouble tickets for purposes of alerting the personnel that the trouble tickets have exceeded predetermined deadlines. Jones, 5:41-44. Furthermore, Jones discloses that the notifications may be X-Windows terminal display messages. Jones, 5:51-52. Jones fails to, however, disclose displaying on a display device a graphical display populated with representations of service tickets that have reached a predetermined percentage of time before their due date.

Jones further fails to disclose determining a deadline approaching alert time at which a help desk user must be notified that the deadline for resolving a problem must be met. In this regard, claim 1 sets forth two deadlines: 1.) a first contractually-determined deadline and 2.) a second deadline that controls when a help desk user is notified that the first deadline is

approaching. To the contrary, Jones merely discloses or render obvious one deadline, i.e., a deadline that controls triggering of the escalation level when the deadline is not met. Thus, Jones fails to disclose determining a deadline approaching alert time at which a help desk user must be notified that a deadline that is based upon a contractually determined severity of the problem is approaching.

The § 103 rejection of claim 1 is deficient for at least the reason that the other cited references fail to cure the deficiencies of Jones.

More specifically, the Examiner relies on Tsykin for the purported disclosure of determining the contractually-determined deadline of claim 1. Final Office Action, p. 6. Tsykin, in general, is related to reporting compliance with the requirements that are set forth in a service level agreement (SLA). In the § 103 rejection of claim 1, the Examiner relies on Fig. 12 of Tsykin, which discloses statistics that are reported regarding response times that are related to resolving various problems. Tsykin fails to, however, disclose inspecting a service ticket to determine a deadline that is based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem. In this regard, Tsykin merely discloses reporting the percentage of responses that conform to SLA requirements, not setting deadlines. Tsykin also fails to disclose or render obvious the selection of an additional deadline approaching deadline.

To make a determination under 35 U.S.C. § 103, several basic factual inquiries must be performed, including determining the scope and content of the prior art, and ascertaining the differences between the prior art and the claims at issue. *Graham v. John Deere Co.*, 383 U.S. 1, 17, 148 U.S.P.Q. 459 (1965). Moreover, as the U.S. Supreme Court held, it is important to identify a reason that would have prompted a person of ordinary skill in the art to combine reference teachings in the manner that the claimed invention does. *KSR International Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 1741, 82 U.S.P.Q.2d 1385 (2007).

The Final Office Action errs in the § 103 rejection of claim 1 for at least the reason that the Office Action fails to show why one of skill in the art in possession of the cited references would have derived determining a deadline approach alert time at which a help desk user must be notified that the deadline, which is contractually determined for resolving the problem, must be met. These two deadlines are different, in that one is a deadline approaching time and the other is the contractually-determined time. Although the Final Office Action relies on Jones and

Tsykin for these claim limitations, the hypothetical combination of these references fail to produce the claimed invention. Moreover, neither Jones nor Tsykin discloses determining a deadline approaching alert time in that neither the hypothetical combination of these references nor any reasoning that is set forth by the Examiner explains why one of skill in the art in possession of these two references would have derived the explicitly recited claim limitations. In this regard, a mere combination of the references merely results in a modification of Jones in that the time for invoking Jones' escalation level would be the time specified in the SLA. No reason has been given, however, for the modification in Jones to cause the escalation level to be invoked for a time *approaching* the contractually-specified resolution time (*emphasis added*).

The § 103 rejection of claim 1 is in error for at least the additional, independent reason that the hypothetical combination of references fails to disclose or render obvious displaying a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date. For these claim limitations, the Examiner relies on Jones and Scheifler. However, as discussed above, Jones merely discloses that a notification message for alerting support personnel about an escalated level may be an X-Windows terminal display message. Jones, 5:51-53. Jones fails to disclose, however, displaying representations of service tickets that have reached a predetermined percentage of the time for their due date. Scheifler merely discloses an X-Window system and fails to address displaying a graphical display with the claimed representations of service tickets, as set forth in claim 1. Thus, one of skill in the art in possession of Jones and Scheifler would merely have derived notifying support personnel of a deadline using an X-Window alert message, not the act of displaying that is explicitly recited in claim 1.

Therefore, for at least the additional, independent reason that the Final Office Action fails to set forth any plausible reason to explain why the skilled artisan would have hypothetically combined Jones and Scheifler to derive displaying a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date, the § 103 rejection of claim 1 is deficient.

Thus, in view of the foregoing, the § 103 rejection of claim 1 is in error and should be reversed.

**2. Whether Claim 12 Is Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler) and an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin)?**

Claim 12 includes a computer program product in a computer readable media for use in a data processing system for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider are met. The computer program product includes first instructions for inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, with the deadline being based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem; display instructions for displaying, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date; second instructions for determining an deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met; and third instructions for alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached.

Claim 12 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Jones in view of Scheifler and Tsykin. The § 103 rejection of claim 12 is deficient for at least the reason that the hypothetical combination of the cited references fails to disclose or render obvious first instructions to determine a deadline for when a problem associated with a service ticket must be resolved with the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem and second instructions for determining a deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met. In this regard, Jones merely discloses setting a deadline time for an escalation level, which does not involve the customer and thus, is not contractually based. Even assuming, for purposes of argument, that Tsykin discloses that a service level agreement may have a customer-specified deadline, the hypothetical combination of



Tsykin and Jones fails to disclose or render obvious instructions to set two different deadlines. In this regard, the mere combination of these references merely produce instructions to determine a contractually-based deadline, which triggers an escalation level. There has been no plausible reason supplied by the Examiner to explain why this hypothetical combination would produce instructions to determine a deadline approaching alert time at which a help desk user must be notified that a contractually-based deadline must be met. Therefore, for at least the reason, the § 103 rejection of claim 12 is deficient.

The § 103 rejection of claim 12 is deficient for at least the additional, independent reason that the hypothetical combination of references fails to disclose or render obvious display instructions for displaying a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date. In this regard, Jones merely discloses that an alert may be sent a help desk using an X-Windows alert message, and Scheifler merely discloses an implementation of an X-Windows system that is not germane to graphically displaying service tickets, as set forth in claim 12. The Final Office Action fails to set forth, however, any plausible reason to explain why one of skill in the art in possession of these two references would have derived display instructions for displaying a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date. Without such a reason, the § 103 rejection of claim 12 is in error.

Therefore, in view of the foregoing, the § 103 rejection of claim 12 is in error and should be reversed.

**3. Whether Claim 23 Is Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler) and an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin)?**

Claim 23 includes a system in a computer readable media for use in a data processing system for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider, are met. The system includes first means for inspecting a service ticket in a database to determine a deadline for when a problem associated

with the service ticket must be resolved, with the deadline being based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem; display means for generating a display, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date; second means for determining an deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met; and third means for alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached.

Claim 23 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Jones in view of Scheifler and Tsykin. However, for at least the reasons that are set forth above, this hypothetical combination fails to disclose second means for determining a deadline approaching alert time in which a help desk user must be notified that the deadline for resolving a contractually-based problem must be met. Additionally, for at least the reasons that are set forth above, the § 103 rejection of claim 23 is deficient for the additional, independent reason that the hypothetical combination of Jones, Scheifler and Tsykin fails to disclose display means for generating a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date.

Thus, in view of the foregoing reasons, the § 103 rejection of claim 23 is in error and should be reversed.

- B. Whether Claims 2, 4, 13, 15, 24, 26, 34 and 39 Are Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler), an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin) and U.S. Patent Application Publication No. 2002/0123983A1 (Riley)?**
- 1. Whether Claims 2, 13 and 24 Are Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler), an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin) and U.S. Patent Application Publication No. 2002/0123983A1 (Riley)?**

Dependent claims 2, 13 and 24 relate to determining a status update interval for a service ticket and in response to a determination that the problem has not been resolved by the deadline, determining a first status update alert time to alert a help desk user that a status update needs to be sent to the customer.

Claims 2, 13 and 24 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Jones, Scheifler, Tsykin and U.S. Patent Publication NO. 2002/0123983A1 (hereinafter called "Riley").

Riley generally discloses a technique for implementing a service desk ability. In paragraph nos. 136 and 137, which is relied on by the Examiner in the § 103 rejections, Riley discloses assignments of service requests according to service level tiers. In this regard, paragraph no. 137 discusses assigning a service request assignment to a higher level using a notification through an email, pager or service desk tool-set. Paragraph nos. 136 and 137 of Riley fail to, however, disclose or render obvious determining a status update alert time to alert a help desk user that a status update needs to be sent *to a customer (emphasis added)*. In other words, Riley merely discloses shifting a service request to a different level within the organization and fails to mention alerting a customer or alerting a help desk user that a status update needs to be sent to a customer. Furthermore, the Final Office Action and the cited references are devoid of any reasoning or teaching to explain why the hypothetical combination

would have disclosed or rendered obvious determining a first deadline for alerting the customer, as explicitly claimed.

Jones, which is also relied on by the Examiner in the § 103 rejections, fails to cure the deficiencies of Riley. In this regard, Jones fails to disclose in response to a determination that a problem has not been resolved by a deadline, determining a status update alert time to alert a help desk user that a status update needs to be sent to a customer. It is noted that neither Scheifler nor Tsykin cure the deficiencies of Jones and Riley.

For at least the reason that the Final Office Action fails to set forth any plausible reason to explain why one of skill in the art in possession of Jones, Scheifler, Tsykin and Riley would have combined these references to derive the limitations of dependent claims 2, 13 or 24, the § 103 rejections of these claims is deficient.

Thus, in view of the foregoing, the § 103 rejections of claims 2, 13 and 24 are in error and should be reversed.

**2. Whether Claims 4, 15 and 26 Are Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler), an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin) and U.S. Patent Application Publication No. 2002/0123983A1 (Riley)?**

Dependent claims 4, 15 and 26 recite that in response to a determination that a problem has not been resolved after a status update time has passed, determining a time to alert a help desk user that a time to provide a new status update to the customer is approaching and alerting the help desk user prior to the time to provide the new status update.

Claims 4, 15 and 26 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Jones in view of Scheifler, Tsykin and Riley. These claims overcome the § 103 rejections for at least the same reasons as the claims from which they depend. These claims are patentable for the additional, independent reasons that are set forth below.

As discussed above, the hypothetical combination of references fails to disclose determining a first status update alert time to alert a help desk user that a status update needs to be sent to a customer. Not only does the hypothetical combination fail to disclose or render

obvious determining a first status update alert time (for the reasons set forth above), the hypothetical combination also fails to disclose or render obvious determining a time to provide a new status update to a customer, as the hypothetical combination fails to disclose or render obvious determining any alerts regarding an approaching status update.

Thus, in view of the foregoing, the § 103 rejections of claims 4, 15 and 26 are in error and should be reversed.

**3. Whether Claim 34 Is Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler), an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin) and U.S. Patent Application Publication No. 2002/0123983A1 (Riley)?**

Claim 34 includes a system for monitoring service tickets in order to provide reminders to a help desk user of impending times for actions, the times for actions being provided according to a level of service required to be provided to a customer pursuant to a contract between the customer and a service provider. The system includes a monitoring server; a database; and a help desk client; wherein the database stores tickets and information regarding ticket types, ticket severities based on the contract, and corresponding contractually required times for actions to be performed for each of the ticket types and ticket severities; the monitoring server monitors tickets in the database, determines when times for actions are approaching, and sends alerts to the help desk client alerting the help desk user that a time to take a specified action is approaching; and the help desk client displays active tickets to a help desk user and provides alerts received from the monitoring server to the help desk user.

Claim 34 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Jones in view of Scheifler, Tsykin and Riley. Claim 34 specifies that the database sends alerts to the help desk client alerting the help desk user that a time to take a specified action is approaching. However, the Final Office Action fails to show where any of the cited references disclose or render obvious this teaching. In this regard, for at least the reasons that are set forth above, Jones, which is relied on by the Examiner in the Final Office Action merely discloses setting an escalation level and an associated time for triggering the escalation level. However, the Final

Office Action fails to explain why one of skill in the art in possession of the cited references would have derived sending an alert that a contractually required time to take a specified action is approaching. In other words, the mere combination of the references would merely produce a system that triggers an escalation level in response to a contractually-required time. The Office Action fails to set forth any plausible reason, however, to explain why one of skill in the art in possession of these references would have derived sending an alert about an approaching contractually-required deadline.

Thus, in view of the foregoing, the § 103 rejection of claim 34 is in error and should be reversed.

4. **Whether Claim 39 Is Rendered Obvious under 35 U.S.C. § 103(a) As Being Unpatentable over U.S. Patent No. 6,219,648 (Jones) in View of the Article by Robert W. Scheifler and Jim Gettys Entitled, 'The X Window System,' ACM Transactions on Graphics, Vol. 5, No. 2, pp. 79-109 (April 19, 1986) (Scheifler), an Article by Mike Tsykin, Entitled, "Automated Service Level Reporting: Experience Of Implementation," Fujitsu Australia Ltd., pp. 1-12 (2000) (Tsykin) and U.S. Patent Application Publication No. 2002/0123983A1 (Riley)?**

The system of claim 39 depends from claim 34 and recites that the active tickets displayed are only those that have reached a predetermined percentage of the time before their due date.

Claim 39 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Jones in view of Scheifler, Tsykin and Riley. Claim 39 overcomes the § 103 rejection for at least the same reason as claim 34 for the reasons that are set forth above. Claim 39 is patentable for the additional, independent reasons that are set forth below.

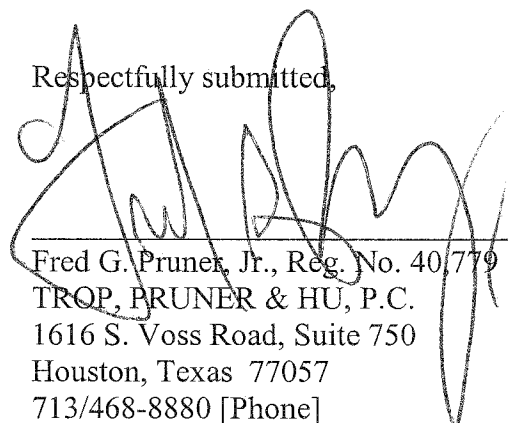
In the § 103 rejection of claim 39, the Examiner relies on Jones' teaching of alerts being alerted through an X-Window alert. Final Office Action, p. 16. The Examiner fails to, however, consider the explicitly-recited claim limitations. In this regard, claim 39 recites that the active tickets displayed are only those that have reached predetermined percentage of the time before their due date. The Examiner fails to explain why sending an alert teaches these claim limitations. Due to the failure of Jones to disclose or render obvious these limitations and the failure of the Examiner to provide any plausible reason to explain why one of skill in the art in

possession of the cited references would have otherwise derived the missing claim limitations, the § 103 rejection of claim 39 is deficient.

Thus, in view of the foregoing, the § 103 rejection of claim 39 is in error and should be reversed.

Applicant respectfully requests that each of the final rejections be reversed and that the claims subject to this Appeal be allowed to issue.

Respectfully submitted,



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## CLAIMS APPENDIX

The claims on appeal are:

1. A method, in a computer system, for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider, are met, the method comprising:

inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, with the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem;

displaying, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date;

determining a deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met; and

alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached.

2. The method as recited in claim 1, further comprising:

determining a status update interval for the service ticket; and

responsive to a determination that the problem has not been resolved by the deadline, determining a first status update alert time to alert the help desk user that a status update needs to be sent to the customer.

3. The method as recited in claim 2, further comprising:

alerting the help desk user that a status update is approaching when the first status update alert time occurs.



4. The method as recited in claim 3, further comprising:  
responsive to a determination that the problem has not been resolved after a status update time has passed, determining a time to alert the help desk user that a time to provide a new status update to the customer is approaching and alerting the help desk user prior to the time to provide the new status update.

5. The method as recited in claim 1, wherein alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached comprises sending an alert wherein the alert includes an identity of the service ticket and the deadline for when a problem associated with the service ticket must be resolved.

6. The method as recited in claim 5, wherein the alert comprises a pop-up window.

7. The method as recited in claim 6, wherein the pop-up window is displayed on top of all other windows that are open on the help desk user's data processing system.

8. The method as recited in claim 5, wherein the alert comprises an audio alert.

9. The method as recited in claim 5, wherein the alert comprises a graphical alert.

10. The method as recited in claim 1, wherein the deadline for when a problem associated with the service ticket must be resolved is determined by consulting a ticket severity table.

11. The method as recited in claim 10, wherein the ticket severity table is populated in accordance with a level of service agreement between the customer and the information technology provider.

12. A computer program product in a computer readable media for use in a data processing system for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider, are met, the computer program product comprising:

first instructions for inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, with the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem;

display instructions for displaying, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date;

second instructions for determining an deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met; and

third instructions for alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached.

13. The computer program product as recited in claim 12, further comprising:  
fourth instructions for determining a status update interval for the service ticket; and  
fifth instructions, responsive to a determination that the problem has not been resolved by the deadline, for determining a first status update alert time to alert the help desk user that a status update needs to be sent to the customer.

14. The computer program product as recited in claim 13, further comprising:  
sixth instructions for alerting the help desk user that a status update is approaching when the first status update alert time occurs.

15. The computer program product as recited in claim 14, further comprising:  
seventh instructions, responsive to a determination that the problem has not been resolved after a status update time has passed, for determining a time to alert the help desk user that a time to provide a new status update to the customer is approaching and alerting the help desk user prior to the time to provide the new status update.

16. The computer program product as recited in claim 12, wherein alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached comprises sending an alert wherein the alert includes an identity of the service ticket and the deadline for when a problem associated with the service ticket must be resolved.

17. The computer program product as recited in claim 16, wherein the alert comprises a pop-up window.

18. The computer program product as recited in claim 17, wherein the pop-up window is displayed on top of all other windows that are open on the help desk user's data processing system.

20. The computer program product as recited in claim 16, wherein the alert comprises a graphical alert.

21. The computer program product as recited in claim 12, wherein the deadline for when a problem associated with the service ticket must be resolved is determined by consulting a ticket severity table.

22. The computer program product as recited in claim 21, wherein the ticket severity table is populated in accordance with a level of service agreement between the customer and the information technology provider.

23. A system in a computer readable media for use in a data processing system for monitoring service tickets for information technology service providers to ensure that levels of service required to be provided to a customer pursuant to a contractual agreement between the customer and a service provider, are met, the system comprising:

first means for inspecting a service ticket in a database to determine a deadline for when a problem associated with the service ticket must be resolved, with the deadline based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem;

display means for generating a display, on a display device at the help desk, a graphical display populated with representations of service tickets that have reached a predetermined percentage of the time before their due date;

second means for determining an deadline approaching alert time at which a help desk user must be notified that the deadline for resolving the problem must be met; and

third means for alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached.

24. The system as recited in claim 23, further comprising:

fourth means for determining a status update interval for the service ticket; and

fifth means, responsive to a determination that the problem has not been resolved by the deadline, for determining a first status update alert time to alert the help desk user that a status update needs to be sent to the customer.

25. The system as recited in claim 24, further comprising:

sixth means for alerting the help desk user that a status update is approaching when the first status update alert time occurs.

26. The system as recited in claim 25, further comprising:

seventh means, responsive to a determination that the problem has not been resolved after a status update time has passed, for determining a time to alert the help desk user that a time to provide a new status update to the customer is approaching and alerting the help desk user prior to the time to provide the new status update.

27. The system as recited in claim 23, wherein alerting the help desk user that the deadline for resolving the problem is approaching when the deadline approaching alert time is reached comprises sending an alert wherein the alert includes an identity of the service ticket and the deadline for when a problem associated with the service ticket must be resolved.

28. The system as recited in claim 27, wherein the alert comprises a pop-up window.

29. The system as recited in claim 28, wherein the pop-up window is displayed on top of all other windows that are open on the help desk user's data processing system.

30. The system as recited in claim 27, wherein the alert comprises an audio alert.

32. The system as recited in claim 23, wherein the deadline for when a problem associated with the service ticket must be resolved is determined by consulting a ticket severity table.

33. The system as recited in claim 32, wherein the ticket severity table is populated in accordance with a level of service agreement between the customer and the information technology provider.

34. A system for monitoring service tickets in order to provide reminders to a help desk user of impending times for actions, the times for actions being provided according to a level of service required to be provided to a customer pursuant to a contract between the customer and a service provider, the system comprising:

a monitoring server;

a database; and

a help desk client;

wherein the database stores tickets and information regarding ticket types, ticket severities based on the contract, and corresponding contractually required times for actions to be performed for each of the ticket types and ticket severities; the monitoring server monitors tickets in the database, determines when times for actions are approaching, and sends alerts to the help desk client alerting the help desk user that a time to take a specified action is approaching; and the help desk client displays active tickets to a help desk user and provides alerts received from the monitoring server to the help desk user.

35. The system as recited in claim 34, wherein the times are determined using a centralized clock.

38. The system as recited in claim 34, wherein the active tickets are displayed on a grid.

39. The system as recited in claim 34, wherein the active tickets displayed are only those that have reached a predetermined percentage of the time before their due date.

40. The system as recited in claim 39, wherein the percentage of time is 75% of the time specified in an associated LOS.

41. The system as recited in claim 39, wherein the display may be minimized at the election of the user.

## **EVIDENCE APPENDIX**

None.

**RELATED PROCEEDINGS APPENDIX**

None.